

**ELECTRONIC STATEMENT OF ACCOUNT (E-SOA)  
Terms and Conditions**

Agreement

The Trustor agrees to be automatically enrolled to the Bank's Electronic Statement of Account (E-SOA) facility and receive all Statements of Account electronically using his/her registered email address. The Trustor fully accepts and bears the associated risks of transmission via the E-SOA facility and holds the Bank free and harmless from any and all actions, proceedings, liabilities, claims, damages, costs, losses or expenses arising from or in connection with such transmission or facility.

Nature of Facility

The Trustor acknowledges that the Bank's Electronic Statement of Account (E-SOA) "Facility", is a service by which the Trustor will be able to receive and view his monthly Statement of Account/s through a password-protected attachment to an email.

Security

The Bank shall use reasonable efforts to ensure that the Facility is secured and cannot be accessed by unauthorized third parties. However, the Bank does not warrant the security, secrecy or confidentiality of any information transmitted through any network system, or such other equivalent system in any jurisdiction.

The Trustor is responsible for keeping his E-SOA and password confidential and secure. The Trustor shall immediately inform the Bank in case he has reason to believe that the password has been compromised or there was any unauthorized access to his E-SOA.

Should the Trustor receive any data or information not intended for him, the Trustor will immediately notify the Bank and delete such data or information and will maintain the confidentiality of such information.

Limit on Liability

The Bank shall not be liable to the Trustor for his inability to use the Facility, for unauthorized actions or transactions using his E-SOA or password (with or without the Trustor's participation), for any loss or damage arising from causes beyond the Bank's control, such as but not limited, (i) problems due to his wireless service provider or telecommunications network; (ii) jailbreaking, rooting or any other modifications, alterations, conversions and/or changes made in the mobile device and/or computer and/or any other electronic device with similar capability; (iii) acts of the government or in compliance with laws, regulations, or court orders; and/or (v) the installation and/or the presence of malicious software (including malware, viruses and/or bugs) on his mobile device and/or computer.

The Trustor shall provide the Bank with a correct and operational e-mail address and mobile number. The Bank shall not be liable for any undelivered e-mail communication or any cost that the Trustor may incur for providing an invalid email address or mobile number.

The Trustor shall promptly notify the Bank of any change in his email address, contact numbers, home or business address or any other information which may affect communication between the parties. Should the Trustor fail to do so, the Bank shall not be responsible for Trustor's inability to receive the E-SOA or the possibility that the E-SOA may be sent to a different person.

The Bank shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to the Trustor or to his account(s), including any misrouting thereof.

Subject to the foregoing, should the Bank be found liable in court for any act or omission related to the Facility, its liability will be limited to the actual amount of service fee charged to the Trustor and will not be liable for any indirect, special or consequential loss or damage arising from the use of the Facility.

For any concerns, complaints or clarifications regarding the use of the facility (features, processes and content), the Trustor may make use of the following points of contact to communicate with the bank.

**24x7 Customer Hotline :** (02) 88-700-700  
**24x7 Domestic Toll-free No.:** 1-800-1888-5775  
**Email:** customercare@metrobank.com.ph

Amendment

The Bank may modify and/or supplement the terms and conditions in this Agreement at any time. Any modification and/or supplement to these terms and conditions shall be posted on Metrobank's website. Trustor may also be notified of the change through any of the following electronic means such as, but not limited to email, SMS notification and the Facility's messaging system. Continued use of the Facility shall constitute the Trustor's acceptance of the amended Terms and Conditions, without need for any further action.

Suspension/Termination

The Trustor acknowledges the rights of the Bank, without prior notice, to limit, restrict, cancel, suspend, discontinue or terminate the use of the Facility as it may deem appropriate for whatever reason. The Customer may also terminate his enrollment by providing the Bank with prior notice of such termination.

Waiver of Confidentiality

The Trustor consents to the transmission of E-SOA through the internet and acknowledges that due to the open nature of the internet, it is subject to certain inherent risks such as online theft of account information or password, cybercrime scams, virus attacks, hacking, unauthorized access and fraudulent transactions, among others. Thus, the Trustor agrees to waive his rights under Republic Act No. 1405, as amended, Republic Act No. 6426, as amended, Republic Act No. 8791, Section 55.1(b) and in any and all other laws on confidentiality as may be relevant

Responsibility of the Trustor

The Trustor agrees to and confirms that it is his responsibility to examine and verify each entry appearing on an E-SOA and immediately notify the Bank in writing of any errors, omissions, irregularities, including, but not limited to any fraudulent or unauthorized transactions. If the Trustor fails to notify the Bank of such irregularities within thirty (30) days from the date of the E-SOA, all entries therein will be deemed correct, complete, authorized and binding upon the Trustor.

Consent to the Terms and Conditions

By using the Facility, the Trustor accepts and agrees to be bound by the terms and conditions governing the Facility, including any amendment/supplement thereto, its nature, functionalities and operating features and to pay any applicable fees associated with the use of the same.

The Trustor understands that any subsequent enrolment in the Facility shall be covered by the same terms and conditions.

The Trustor likewise agrees to be bound by any and all laws, rules, regulations and official issuances applicable to the Facility now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services which the Bank may make available to the Trustor in connection with the Facility.